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 S. No. 8776 Date 29/10/05 Rs. 100/-
 Sold to Modi Ventures
 S/o
 For Whom Self

L. A. Cluesy
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 L. No: 13/0
 6-4-76/A
 SECUNDER

See

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement is made and executed on this 20th day of October 2005 at Secunderabad by and between:

M/s. SRI SAI BUILDERS, a Partnership Firm evidenced by Deed of Partnership dated 9th July 2003 having its office at 25, A&B Electronic Complex, Kushaiguda, Hyderabad – 500 062 and represented by all its partners as under:

1. SRI NAREDDY KIRAN KUMAR, S/O. MADHUSUDHAN Reddy, aged about 31 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moulali, Hyderabad-40,
2. SMT. K. JAYA, W/O. K. RAJA REDDY, aged about 37 years, residing at H. No. 13-63/1, Surya Nagar Colony, FCI Road, Near NFC, Mallapur, R.R. District,
3. SRI K.V. CHALAPATHI RAO, S/o. K. Nagabhushanam, aged about 52 years, residing at 104, Akshita Apartments, Vijayapuri, Tarnaka, Secunderabad,
4. SRI B. ANAND KUMAR, S/O. B. N. RAMULU, aged about 36 years, residing at H. No. 40-280, Jawahar Nagar (East), Moula ali, Hyderabad – 40,

Hereinafter referred to as the FIRM.

For Sri Sai Builders

[Signature]

Evatg

For Sri Sai Builders

K. W. S. R.

[Signature]

Per MODI VENTURES

[Signature]

[Signature]

AND

1. **M/s. MODI VENTURES**, a partnership firm having its office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Partner Sri Soham Modi, Son of Sri. Satish Modi, aged about 36 years, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034, hereinafter referred as the **DEVELOPER**.

The expressions, FIRM and DEVELOPER shall mean and include unless it is repugnant to the context, their respective heirs, legal representative, administrator, executor, successor-in-office, assignee, nominee and the like.

WHEREAS:

- A. The FIRM was the absolute owner and possessor of open agricultural land forming a part of Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, measuring Ac. 4-0 Gts. by virtue of registered sale deed dated 10th July, 2003 bearing document no. 8184/03 and sale deed dated 5th February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District (hereinafter this agricultural land is referred to as Scheduled Land) and is more particularly described at the foot of the document.
- B. The parties hereto have applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions. The permissions have been received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks aggregating to about 2,85,000 sqft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.
- C. The DEVELOPER and the FIRM have entered into a Joint Development Agreement dated 20th October 2005, for development of Scheduled Land into group housing scheme named as **GULMOHAR GARDENS**. Under the terms of said joint development agreement the DEVELOPER has purchased undivided share in the Scheduled Land to an extent of Ac. 2-23.85 Gts., vide Agreement of Sale cum General Power of Attorney dated 20th October 2005. The DEVELOPER and the FIRM have also identified their respective share of flats along with proportionate parking and undivided share of land as given in Schedule-A of the above referred Joint Development Agreement.
- D. The DEVELOPER and the FIRM have agreed in the scheme of the joint development of the group housing project that the DEVELOPER shall take the entire responsibility of executing the project which inter-alia includes construction of apartments, creations of certain common amenities like drainage connection, lighting, electrical connection, water connection, etc.

For Sri Sai Builders

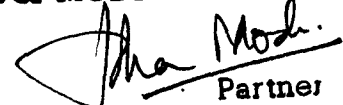


Enatg

For Sri Sai Builders

K. S. Sai
Partner

For MODI VENTURES



Partner



- E. The DEVELOPER has agreed to bear the cost of construction for the flats falling to his share, referred to in Schedule-A of the Joint Development Agreement dated 20th October 2005. The DEVELOPER also agrees to bear the cost of construction of all other common amenities, like roads, community hall, landscaping, compound wall, children's park, etc.
- F. Under the said Joint Development Agreement it is specifically agreed between the FIRM and the DEVELOPER that the design and development of the group housing project including the internal layout of each flat and the design and development of the common amenities like community hall, roads, passages, lifts, elevation, colour, landscaping, gates, children's park, compound wall, etc., shall be at the sole discretion of the DEVELOPER and that the FIRM shall not interfere or raise any objections for the same.
- G. The DEVELOPER has finalized the designs / plans for the internal layout of each flat along with the scheme of parking on the stilt floor in the proposed group housing scheme. The FIRM has approved the designs / plans.
- H. The parties hereto are desirous of recording the designs / plans of each flat along with the scheme of the parking on the terms and conditions given hereunder .

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS UNDER:

1. The FIRM and the DEVELOPER have agreed to jointly develop the scheduled land into a group housing scheme in accordance with the plans approved by the Urban Development Authority as referred in clause B above. However, the details of the internal designs / plans of each flat along with the scheme of the parking shall be constructed as per the plans given in Schedule-A to Schedule-J attached herein, which is confirmed by both the parties.
2. The DEVELOPER shall be at liberty to make minor additions and alteration to the plans / designs given in the Schedules enclosed herein without any reference or prior intimation to the FIRM. The FIRM agrees not to raise any objection on this account hereafter.
3. The DEVELOPER and the FIRM hereby agree that major changes to the plans / designs given in the Schedule 'A' to 'J' herein that may effect the size of the flat by more than 5% shall be made with prior intimation to each other and only on mutual consent.
4. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
5. This supplementary agreement is executed in 2 (two) original each for the FIRM and the DEVELOPER.

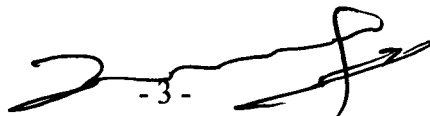
For Sri Sai Builders



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For Sri Sai Builders

K. S. Rao
Partner



For MODI VENTURES



Partner

SCHEDULE OF LAND

All that the total open agricultural land forming a part of Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-0 Gts., and bounded by:

NORTH : Part of Sy. No. 95
SOUTH : 40' wide road (Shakti Sai Nagar road)
EAST : Shakti Sai Nagar Colony
WEST : Sy. No. 92

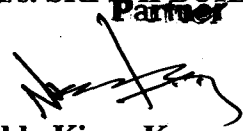
IN WITNESS WHEREOF the Parties hereto have signed this agreement on the date and the place mentioned hereinabove in the presence of the following witnesses:

~~For Sri Sai Builders~~

WITNESSES:

1.

For M/s. SRI SAI BUILDERS,
Partner



Nareddy Kiran Kumar,

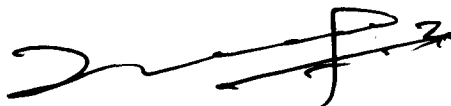
2.

K Jaya

Mrs. K. Jaya,

Enalg

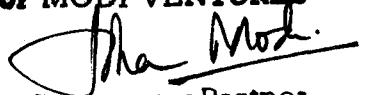
K.V. Chalapathi Rao,



B. Anand Kumar,

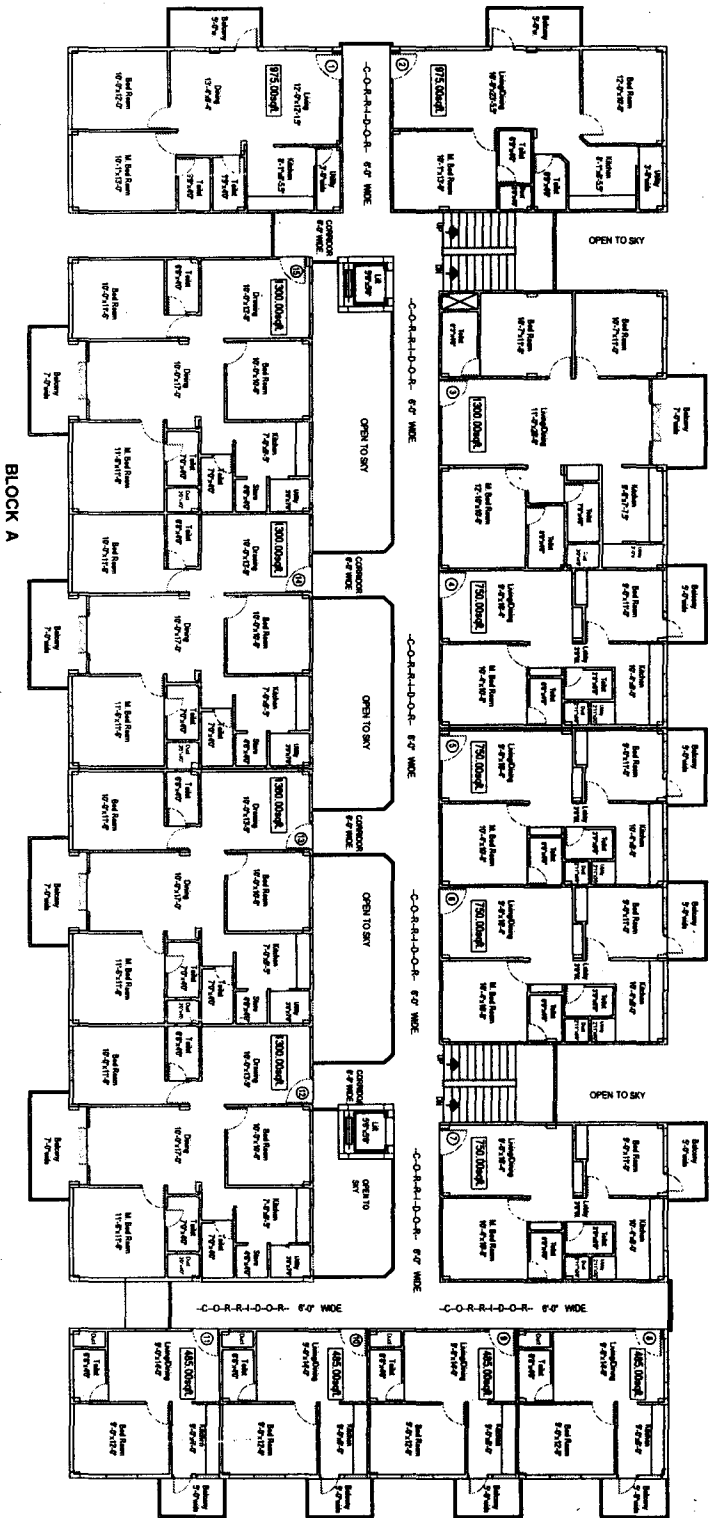
(PARTNERS)

For M/s. MODI VENTURES,
~~For MODI VENTURES~~



Soham Modi, Partner
Managing Partner.

SCHEDULE 'A'
TYPICAL FLOOR PLAN OF BLOCK 'A'



WITNESSES

For M/S. SRI SAI BUILDERS,

Nareddy Kiran Kumar

Mrs. K. Jaya

For M/S. MODI VENTURES


Soham Modi,
(Managing Partner)

K. V. Chalapathi Rao

B. Anand Kumar
(Partners)

1. 
K. V. Chalapathi Rao

2. 
Mrs. K. Jaya


Soham Modi,
(Managing Partner)


K. V. Chalapathi Rao

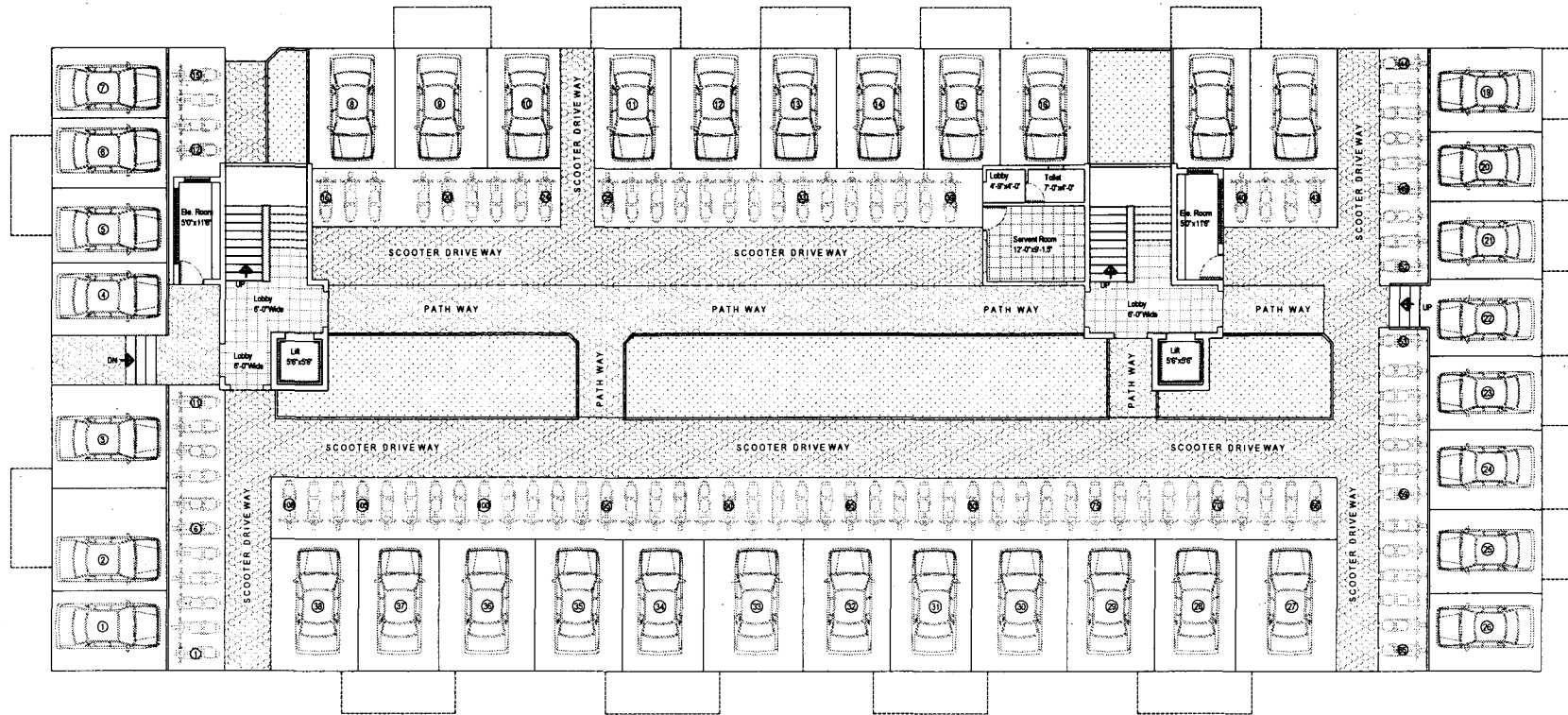

Nareddy Kiran Kumar


Mrs. K. Jaya


B. Anand Kumar
(Partners)

SCHEDULE 'B'
PARKING FLOOR PLAN OF BLOCK 'A'

N ←



BLOCK A

WITNESSES

- 1.
- 2.

For M/S. SRI SAI BUILDERS,

[Signature]
Nareddy Kiran Kumar

[Signature]
Mrs. K. Jaya

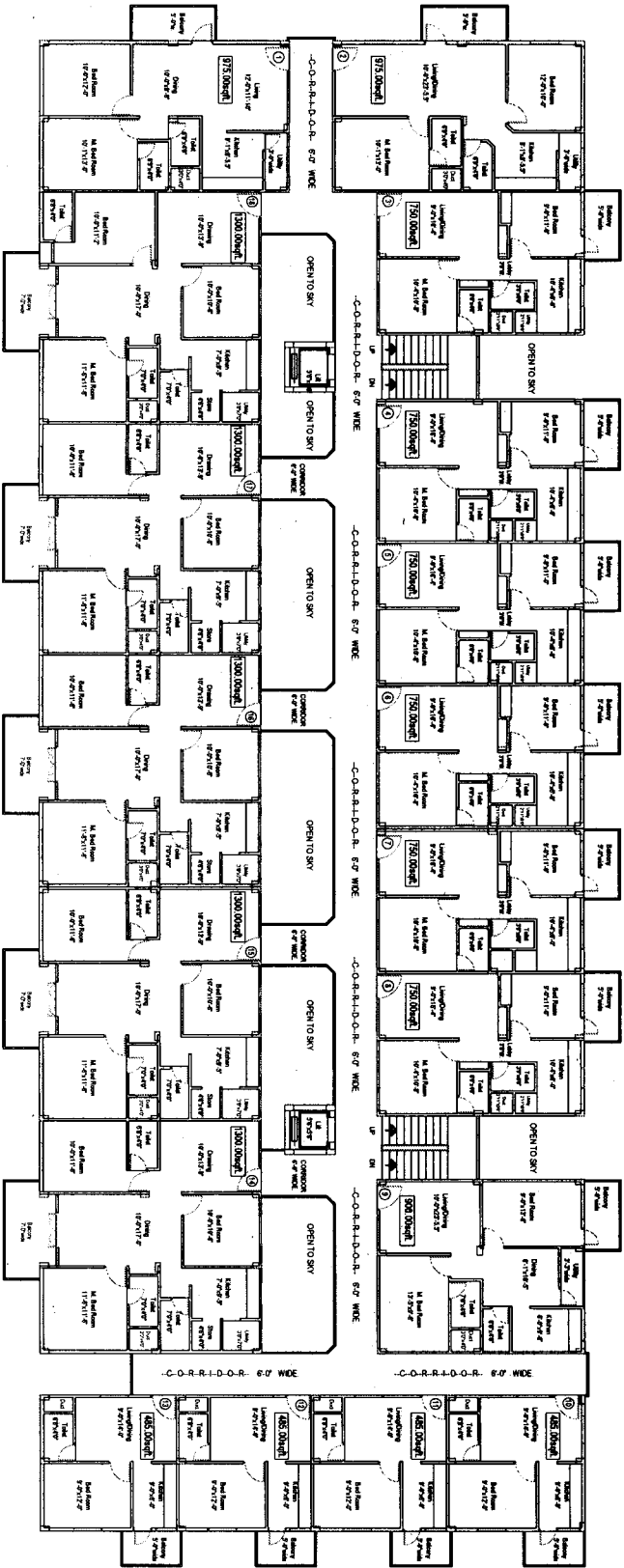
For M/S. MODI VENTURES

[Signature]
K. V. Chalapathi Rao

[Signature]
B. Anand Kumar
(Partners)

[Signature]
Soham Modi,
(Managing Partner)

SCHEDULE 'C'
TYPICAL FLOOR PLAN OF BLOCK 'B'



BLOCK B

WITNESSES

- 1.
- 2.

FOR M/S. SRINAI BUILDERS,

Nareddy Kiran Kumar

Mrs. K. Jaya

K. V. Chalapathi Rao

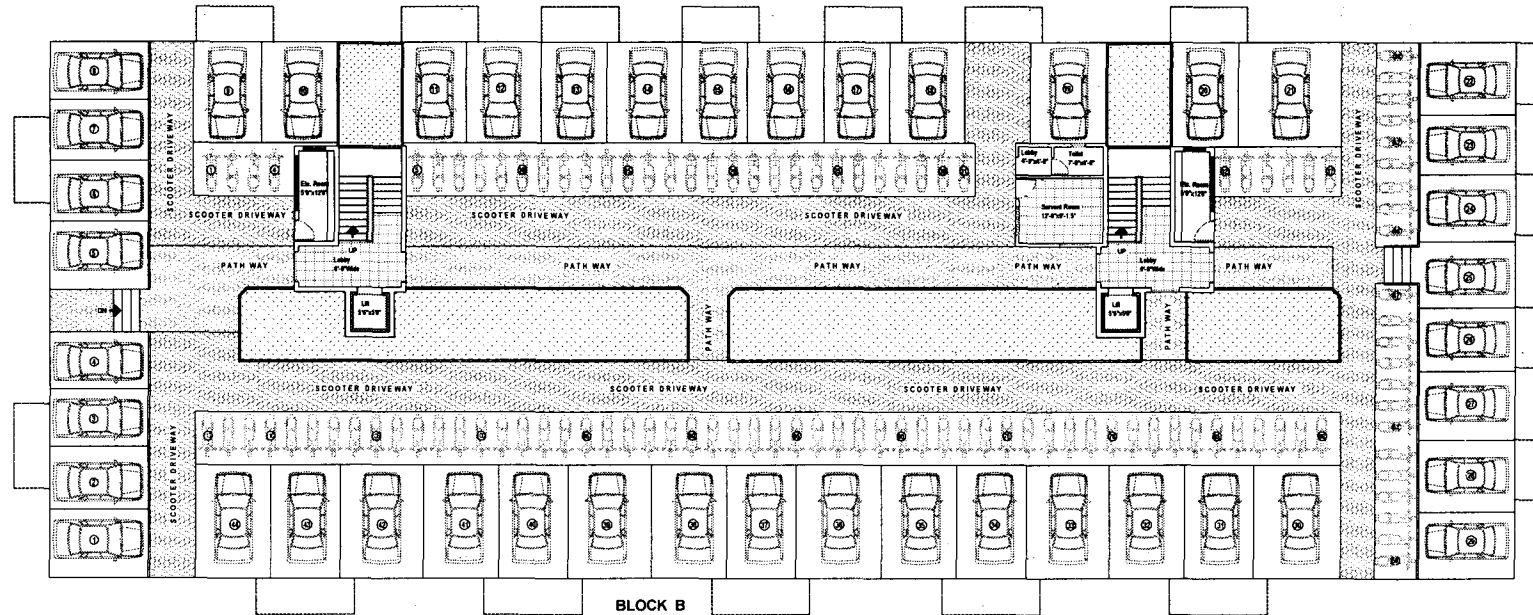
B. Anand Kumar
(Partners)

FOR M/S. MODI VENTURES

Sohari Modi,
(Managing Partner)

SCHEDULE 'D'
PARKING FLOOR PLAN OF BLOCK 'B'

N ←



WITNESSES

- 1.
- 2.

For M/S. SRI SAI BUILDERS,

Nareddy Kiran Kumar
Nareddy Kiran Kumar

Mrs. K. Jaya
Mrs. K. Jaya

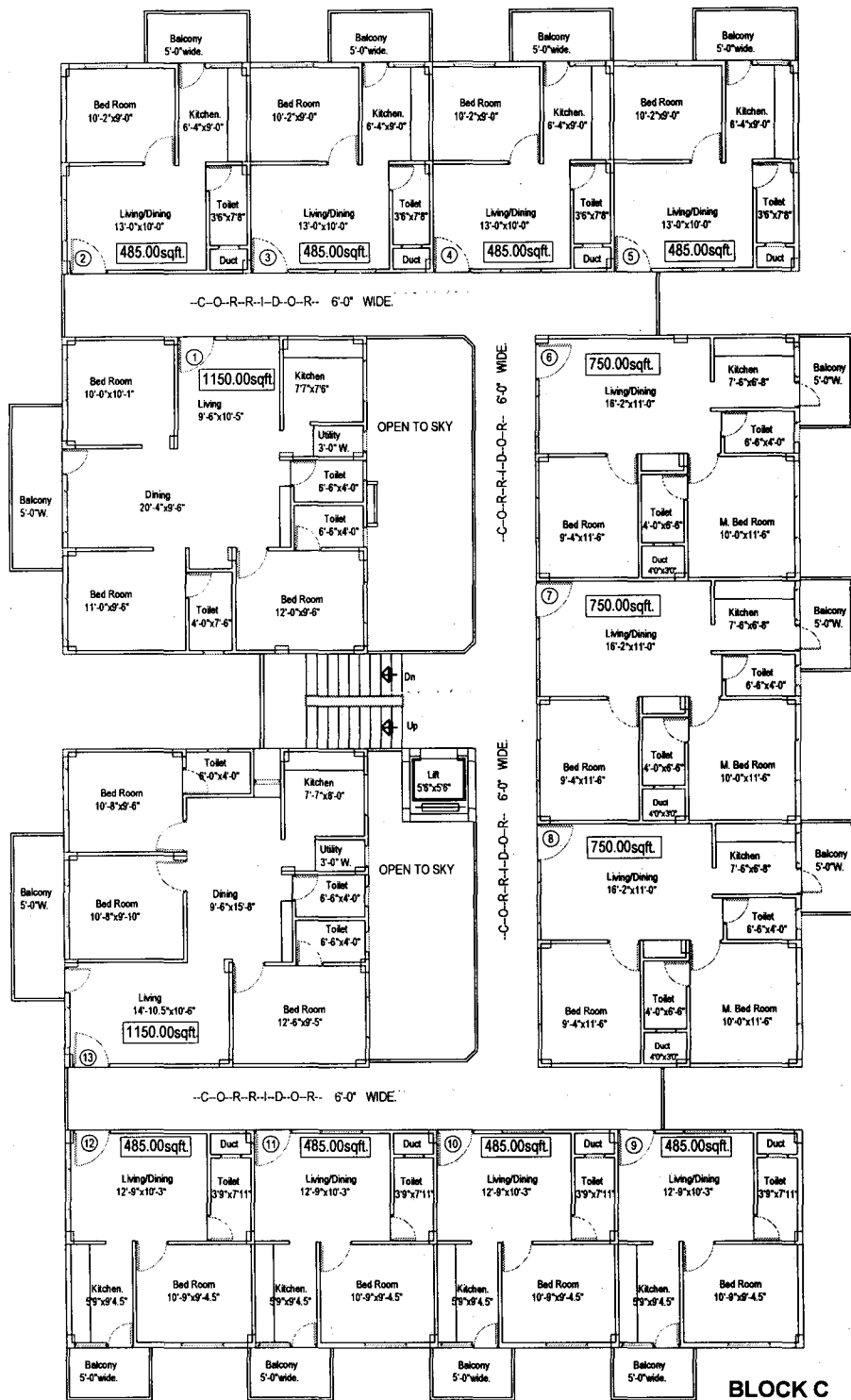
K. V. Chalapathi Rao
K. V. Chalapathi Rao

B. Anand Kumar
B. Anand Kumar
(Partners)

For M/S. MODI VENTURES

Soham Modi
Soham Modi,
(Managing Partner)

SCHEDULE 'E'
TYPICAL FLOOR PLAN OF BLOCK 'C'



BLOCK C

WITNESSES

- 1.
- 2.

For M/S. SRI SAI BUILDERS,

[Signature]
Nareddy Kiran Kumar

[Signature]
Mrs. K. Jaya

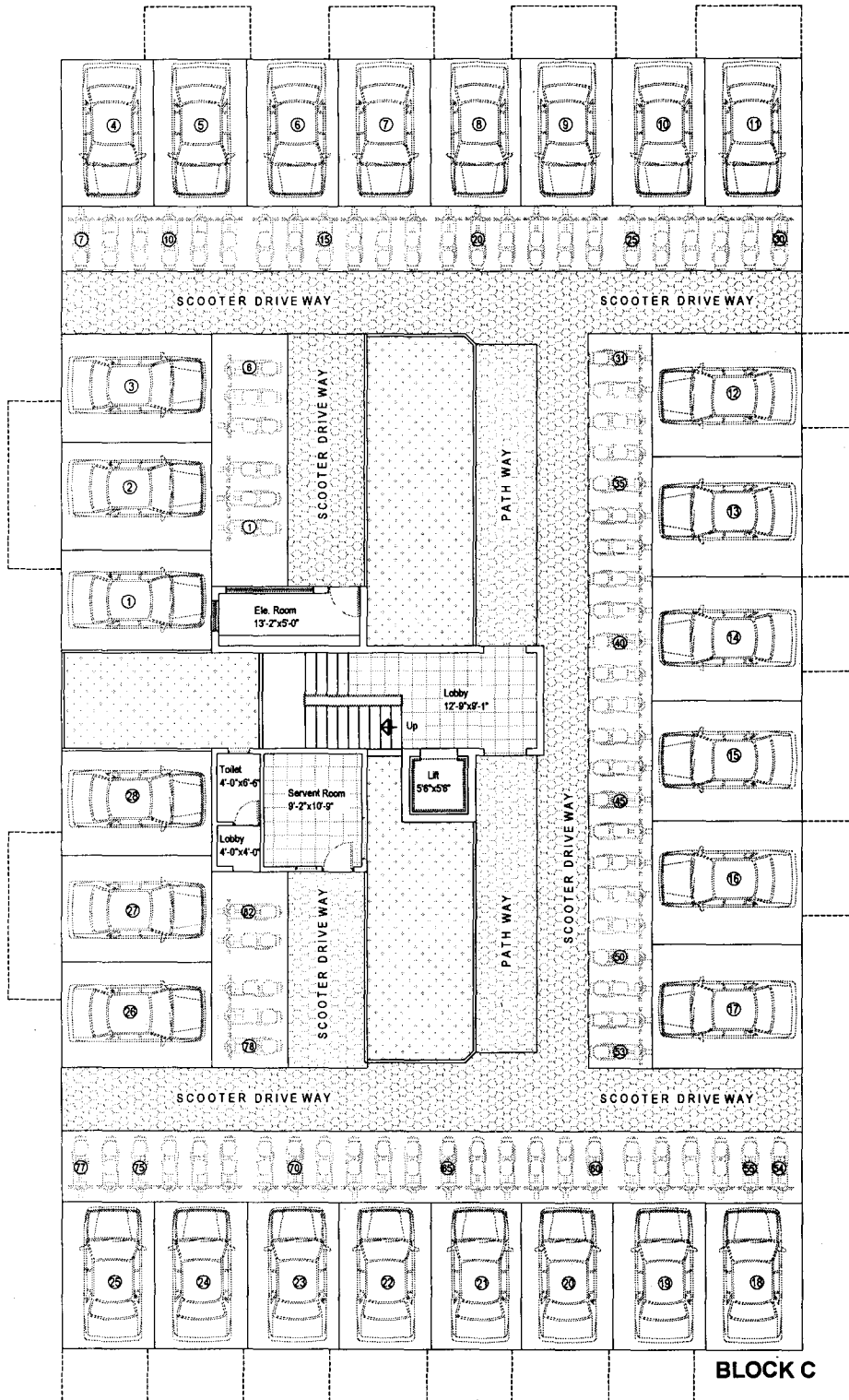
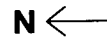
[Signature]
K. V. Chalapathi Rao

[Signature]
**B. Anand Kumar
 (Partners)**

For M/S. MODI VENTURES

[Signature]
**Soham Modi,
 (Managing Partner)**

SCHEDULE 'F'
PARKING FLOOR PLAN OF BLOCK 'C'



WITNESSES

1.

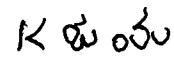
For M/S. SRI SAI BUILDERS,

For M/S. MODI VENTURES


Nareddy Kiran Kumar


Soham Modi,
(Managing Partner)

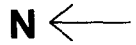
2.


Mrs. K. Jaya

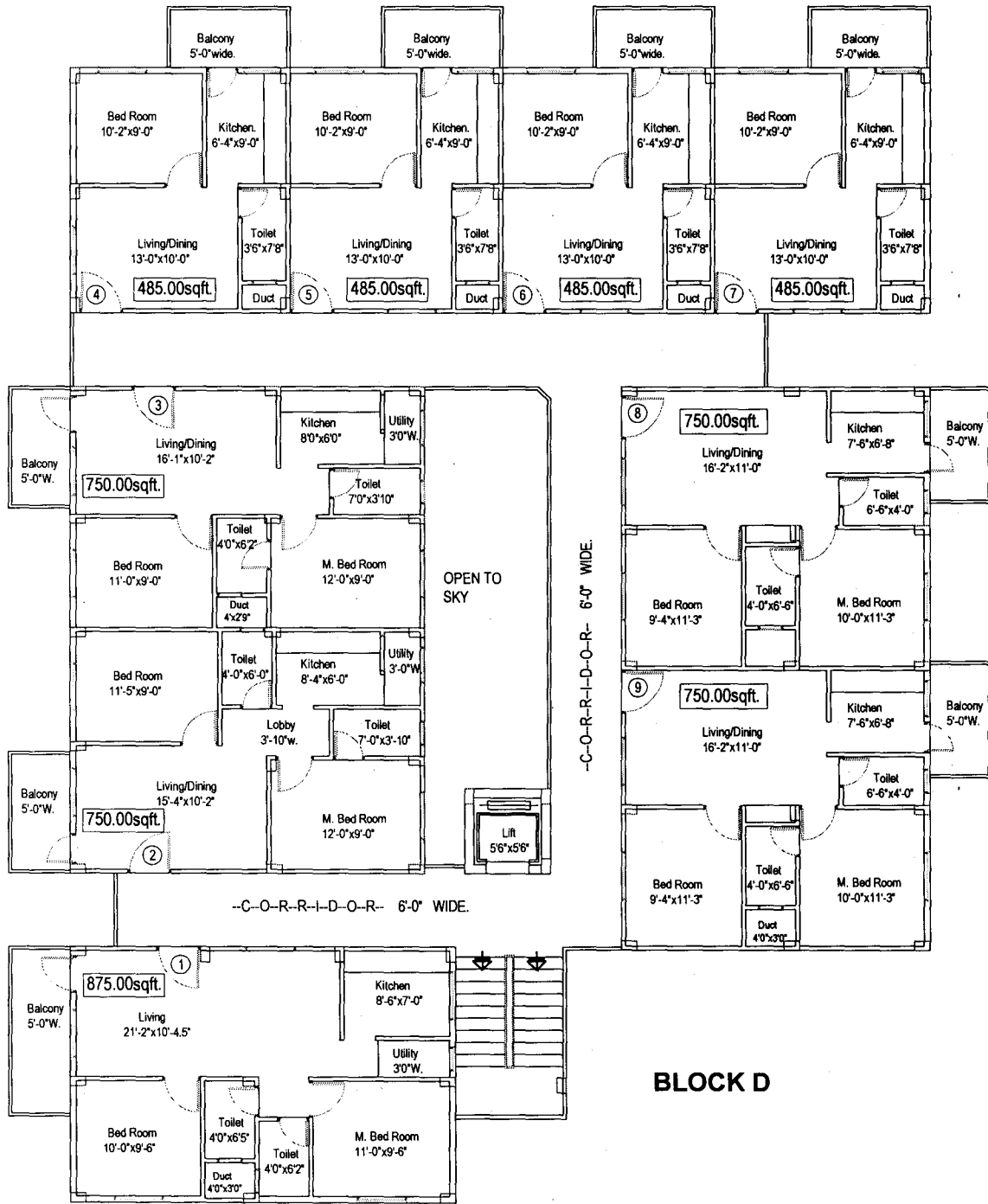

K. V. Chalapathi Rao


B. Anand Kumar
(Partners)

SCHEDULE 'G'



TYPICAL FLOOR PLAN OF BLOCK 'D'



BLOCK D

WITNESSES

- 1.
- 2.

For M/S. SRI SAI BUILDERS,

[Signature]
Nareddy Kiran Kumar

[Signature]
Mrs. K. Jaya

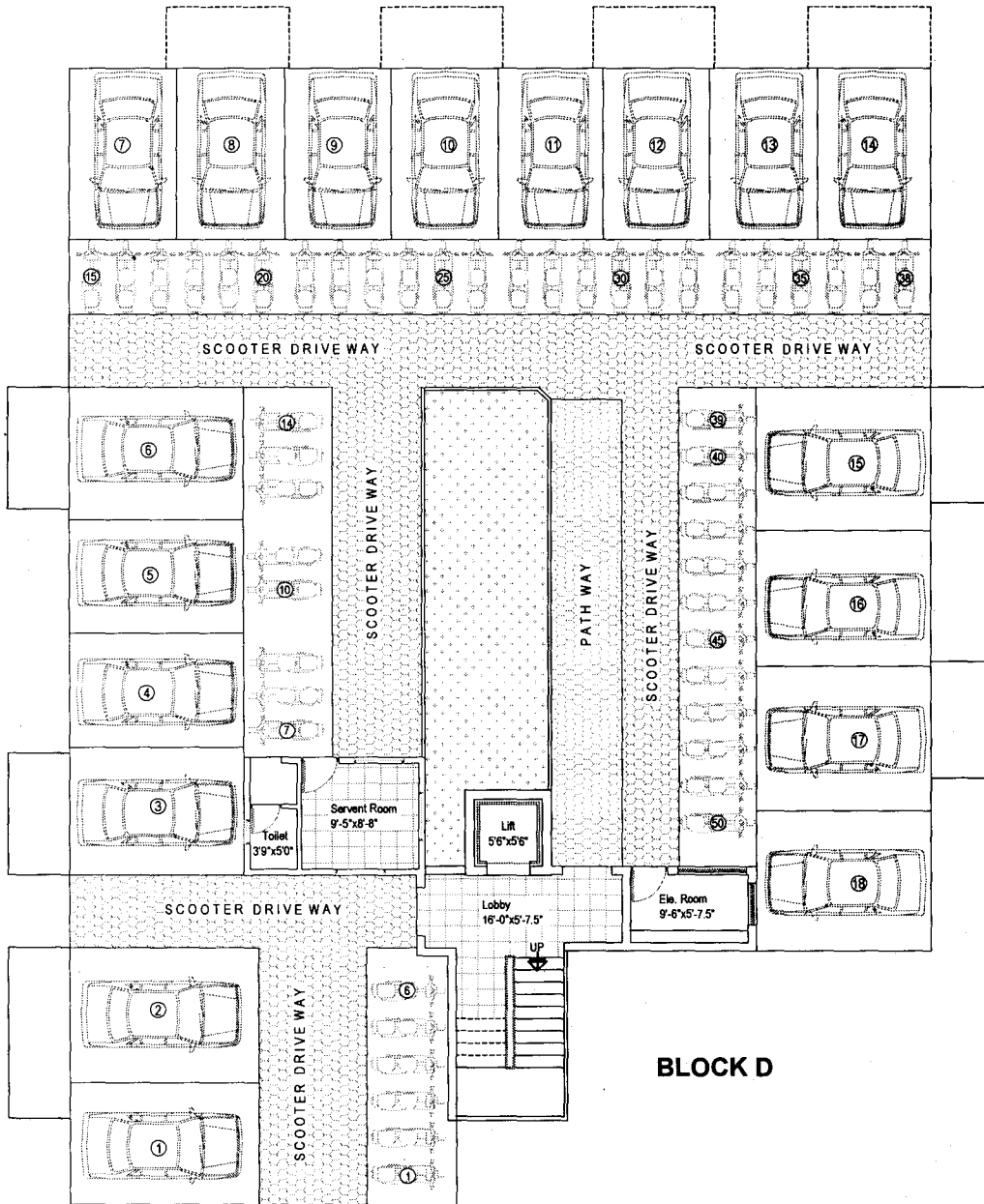
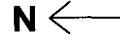
[Signature]
K. V. Chalapathi Rao

[Signature]
B. Anand Kumar
(Partners)

For M/S. MODI VENTURES

[Signature]
Soham Modi,
(Managing Partner)

SCHEDULE 'H'
PARKING FLOOR PLAN OF BLOCK 'D'



WITNESSES

- 1.
- 2.

For M/S. SRI SAI BUILDERS,

Nareddy Kiran Kumar
Nareddy Kiran Kumar

Mrs. K. Jaya
Mrs. K. Jaya

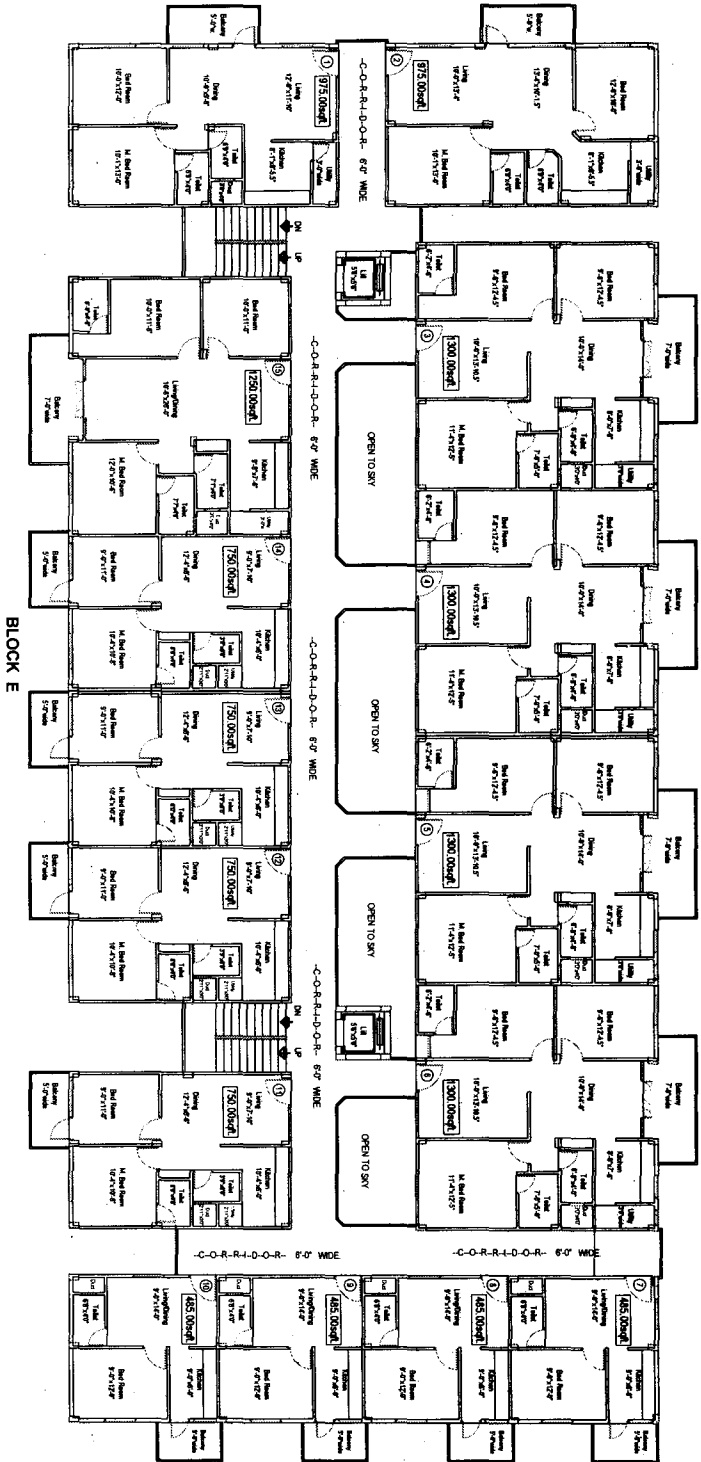
K. V. Chalapathi Rao
K. V. Chalapathi Rao

B. Anand Kumar
B. Anand Kumar
(Partners)

For M/S. MODI VENTURES

Soham Modi
Soham Modi,
(Managing Partner)

SCHEDULE 'I'
TYPICAL FLOOR PLAN OF BLOCK 'E'



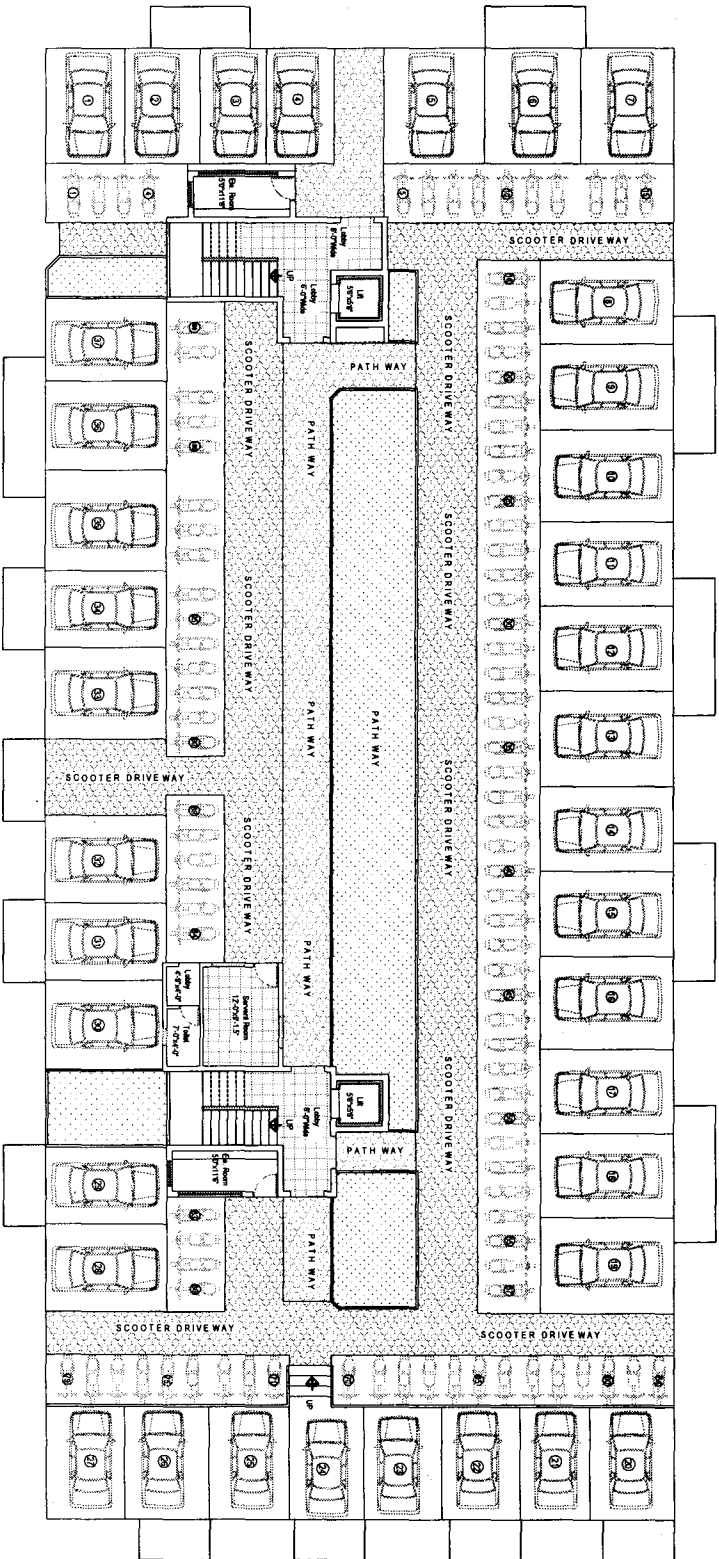
WITNESSES

1. *[Signature]*
Nareddy Kiran Kumar
Mrs. K. Jaya

FOR M/S. SRI SAI BUILDERS,
K. V. Chalapati Rao
B. Anand Kumar
(Partners)

FOR M/S. MODI VENTURES
[Signature]
Soham Modi
(Managing Partner)

SCHEDULE 'J'
PARKING FLOOR PLAN OF BLOCK 'E'



WITNESSES

FOR M/S. SRI SAI BUILDERS,

Nareddy Kiran Kumar

Mrs. K. Jaya

K. V. Chalapathi Rao

B. Arund Kumar
(Partners)

FOR M/S. MODI VENTURES

Sohanj Modi,
(Managing Partner)

- 1.
- 2.